

# Domb Declaration

## Exhibit 6

EX-99.6 7 peterson-ex9906.htm

Exhibit 99.6

EXECUTION COPY

**CREDIT AGREEMENT**

dated as of

**February 21, 2008**

among

PETERSEN ENERGÍA, S.A.,  
as Borrower

The LENDERS Party Hereto

CREDIT SUISSE, LONDON BRANCH,  
as Administrative Agent

and

HSBC BANK PLC,  
as Collateral AgentCREDIT SUISSE INTERNATIONAL,  
as Global CoordinatorCREDIT SUISSE INTERNATIONAL,  
GOLDMAN SACHS INTERNATIONAL BANK,  
BNP PARIBAS,  
andBANCO ITAÚ EUROPA S.A. – SUCURSAL FINANCEIRA EXTERIOR,  
as Joint Bookrunners and Joint Lead Arrangers

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**\$1,026,000,000**

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Credit Agreement

CREDIT AGREEMENT dated as of February 21, 2008, among PETERSEN ENERGÍA, S.A., a special purpose company incorporated under the law of the Kingdom of Spain with Spanish Tax Number A-85.174.621 (the "Borrower"), the LENDERS (as defined below), CREDIT SUISSE, LONDON BRANCH, as Administrative Agent, and HSBC BANK PLC, as Collateral Agent.

The Borrower has requested that the Lenders make loans to the Borrower in an aggregate principal amount not exceeding \$1,026,000,000, to permit the Borrower to, among other things, pay a portion of the purchase price in respect of the Acquisition (as defined below). The Lenders are prepared to extend such credit upon the terms and conditions hereof, and, accordingly, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"2006 Dividend" means the dividend declared by the shareholders' meeting of the Company on February 7, 2008 in an amount equal to 10.76 Argentine Pesos per share, to be paid on February 29, 2008.

"Account Bank" means (i) in respect of the Collateral Agent's Account and the Borrower's Account, HSBC Bank plc, (ii) in respect of the Debt Service Reserve Account, BNP Paribas London Branch and (iii) in respect of the Borrower's Administration Account, Credit Suisse Madrid Branch.

"Accounts" means the Debt Service Reserve Account, the Collateral Agent's Account, the Borrower's Account and the Borrower's Administration Account.

"Acquired Shares" means 58,603,606 Class D shares of the Company (and/or American Depositary Shares representing such shares).

"Acquisition" means the acquisition by the Borrower of the Acquired Shares, together with the right to receive certain dividends, pursuant to the Purchase Agreement.

"Additional Seller Subordinated Debt" means Indebtedness of the Borrower (a) owing to the Seller or owing to any other Person and fully guaranteed by the Seller, (b) subordinated to the Loans hereunder on terms substantially similar to the terms of the Subordinated Seller Loan Agreement (except that no Collateral will be released to be pledged to secure such Indebtedness), (c) subject to the Intercreditor Agreement, (d) in an aggregate principal amount not exceeding \$250,000,000 and (e) the proceeds of which are used to finance the purchase of additional Shares by the Borrower.

"Administrative Agent" means CS, in its capacity as administrative agent for the Lenders hereunder.

### Credit Agreement

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Each Lender acknowledges that it has, independently and without reliance upon either Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon either Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Anything herein to the contrary notwithstanding, none of the Persons acting as Global Coordinator or Bookrunners listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as an Agent or as a Lender hereunder.

## ARTICLE IX

### MISCELLANEOUS

#### SECTION 9.01.

#### Notices; Electronic Communications.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein or in any other Loan Document shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrower, to it at Petersen Energía S.A., c/o Grupo Petersen, Cerrito 740, Piso 1, (C1010AAP) Buenos Aires, Argentina, Attention: Mauro Dacomo, Facsimile Number: +54-11-45-555-0162;

(ii) if to the Administrative Agent, to it at Credit Suisse, London Branch, One Cabot Square, London E14 4QJ, Attention: Ian Croft / Elvin Tan, Facsimile Number: +44-20-7888-8398;

(iii) if to the Collateral Agent, to it at HSBC Bank plc, 8 Canada Square, London E14 5HQ, Attention: CTLA Trustee Administration - Anne Danhaive, Facsimile Number: +44-20-7991-4350; with a copy, in the case of any payment instructions, to HSBC Bank plc, 8 Canada Square, London E14 5HQ, Attention: Operations, Bond Paying Agency, CTLA - Phil Cooper, Facsimile Number: +44-20-7260-8932; and

(iv) if to a Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto (or, in the case of any such change by a Lender, by notice to the Borrower and the Administrative Agent). All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt. Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b). Any payment or withdrawal instruction to the Collateral Agent shall be delivered to the Collateral Agent solely by courier or, subject to the party delivering such instruction providing an indemnity to the Collateral Agent in a form reasonably requested from time to time by the Collateral Agent, by telecopy.

### Credit Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Credit Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PETERSEN ENERGÍA, S.A.

By: /s/ Mauro Dacomo

Name: Mauro Dacomo

Title: Attorney

Credit Agreement

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**AGENTS**

CREDIT SUISSE, LONDON BRANCH,  
as Administrative Agent

By: /s/ Javier Caldeiro

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Name: Javier Caldeiro  
Title: Managing Director

By: /s/ Darren Walker

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Name: Darren Walker  
Title: Managing Director

Credit Agreement

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HSBC BANK PLC,  
as Collateral Agent

By: /s/ Anne Danhaive

Name: Anne Danhaive

Title: Authorized Signatory

By:

Name:

Title:

Credit Agreement

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**LENDERS**

CREDIT SUISSE INTERNATIONAL

By: /s/ Javier Caldeiro

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Name: Javier Caldeiro  
Title: Managing Director

By: /s/ Darren Walker

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Name: Darren Walker  
Title: Managing Director

Credit Agreement

## GOLDMAN SACHS INTERNATIONAL BANK

By: /s/ Luis Puchol - Plaza

Name: Luis Puchol - Plaza

Title: Managing Director

Credit Agreement

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BNP PARIBAS

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Credit Agreement

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BANCO ITAÚ EUROPA S.A. – SUCURSAL FINANCEIRA  
EXTERIOR

By: /s/ André Helmeister

Name: André Helmeister  
Title: Chief Commercial Officer

By: /s/ Almiro Vignoto

Name: Almiro Vignoto  
Title: Chief Commerical Officer

Credit Agreement

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## SCHEDULE I

COMMITMENTS

Name of Lender	Commitment
Credit Suisse International	\$ 601,000,000
Goldman Sachs International Bank	\$ 100,000,000
BNP Paribas	\$ 175,000,000
Banco Itaú Europa S.A. – Sucursal Financeira Exterior	\$ 150,000,000
<b>TOTAL</b>	<b><u>\$1,026,000,000</u></b>

Credit Agreement

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